

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

MELINDA ROBINSON,

Plaintiff,

-vs.-

Civil Action No:

GENEVA HOUSING AUTHORITY, ANDREW TYMAN,
individually, and in his capacity as Executive Director of the
Geneva Housing Authority, and ELAINE REAVIS,
individually.

21-cv-06673

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Plaintiff Melinda Robinson (hereinafter "Plaintiff") has commenced an action, now pending in the United States District Court for the Western District of New York alleging that Defendants Geneva Housing Authority, Andrew Tyman, and Elaine Reavis (hereinafter "Defendants") acted in violation of the Civil Rights Act of 1866, 42 U.S.C. §§ 1981 and 1982, and the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution via 42 U.S.C. § 1983 ("the Lawsuit"), and

WHEREAS without any admission of liability whatsoever, the parties wish to settle and finally resolve their disputes and the Lawsuit, therefore the parties agree as follows:

1. Defendant Geneva Housing Authority or their insurer shall pay to Plaintiff the sum total of \$20,000, by check, certified check, bank draft, or insurance company draft, in full and final settlement of all claims Plaintiff has asserted, or could have asserted, in the Lawsuit. This check shall be made payable to Melinda Robinson and sent to Legal Assistance of Western New York, Inc., 361 S. Main Street, Geneva, New York 14456.
2. The parties agree that Defendants Andrew Tyman and Elaine Reavis are released from this Lawsuit without obligation to make payment to Plaintiff under the terms of this settlement agreement.
3. The amount referenced in Paragraph 1 shall be payable no later than 20 calendar days from counsel for the Defendants' receipt of this release executed by the Plaintiff.
4. Upon receipt of payment of said sum of \$20,000 and receipt of the settlement agreement and release executed by Defendants, Plaintiff shall immediately cause a Stipulation of Discontinuance to be filed with the District Court, and shall take any and all actions required to effectuate the dismissal of the case with prejudice.

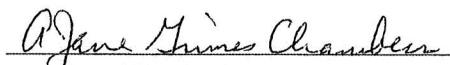
5. The payment referenced in Paragraph 1, above, as well as the mutual promises and understandings referenced herein, shall be, and are agreed to be, sufficient and lawful consideration to support this Agreement and all mutual covenants and commitments made herein.
6. Plaintiff agrees that the foregoing are accepted by her in full and complete accord, resolution, and satisfaction of any and all of her known claims, demands, lawsuits or grievances arising from any act, omission, or alleged wrongdoing by Defendants and/or their former or current officers, directors, employees, agents, or affiliates, which were or could have been asserted in this Lawsuit.
7. The Parties agree that neither owes legal fees to the other in connection with this Lawsuit.
8. The Parties agree that the terms and the provisions of this agreement are confidential and shall not be publicly disclosed by them to any other person or entity from the effective date of this agreement forward, except 1) as necessary for the Plaintiff and/or the Defendants to obtain the services of an accountant or tax advisor; 2) as necessary for the Plaintiff and/or the Defendants to obtain legal advice regarding legal and financial treatment of the settlement. The parties agree that in response to any inquiries concerning the dispute or the Lawsuit they may only state that "the matter has been resolved to the satisfaction of the parties."
9. Notwithstanding the above confidentiality requirements listed in Paragraph 8, the parties acknowledge that Legal Assistance of Western New York, Inc., counsel for Plaintiff, is required to report the outcomes of cases to its funders.
10. The individuals executing the Agreement represent and warrant that they have the authority to sign on behalf of their respective Parties.
11. This Agreement constituting three pages total may not be modified or altered, except in writing executed by all parties.

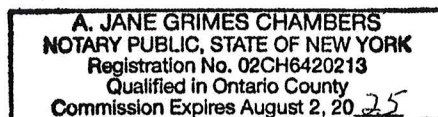
EXECUTED BY:


Melinda Robinson, PLAINTIFF

STATE OF NEW YORK)
COUNTY OF Ontario)

Subscribed and sworn to
Before me this 7th day of November 2022.


NOTARY PUBLIC



Philip G. Beckley
BY: PHILIP G. BECKLEY, chair

On behalf of Defendant GENEVA HOUSING AUTHORITY

STATE OF NEW YORK)
COUNTY OF Ontario)

Subscribed and sworn to
Before me this 23rd day of September 2022.

Karen Rosini

NOTARY PUBLIC

KAREN ROSINI
Notary Public, State of New York
Ontario County No. 01R06205494
Commission Expires May 11, 20 25

BY:

On behalf of Defendant ELAINE REAVIS

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to
Before me this ____ day of _____ 2022.

NOTARY PUBLIC

BY:

On behalf of Defendant ANDREW TYMAN

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to
Before me this ____ day of _____ 2022.

NOTARY PUBLIC

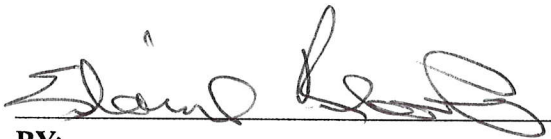
BY:

On behalf of Defendant GENEVA HOUSING AUTHORITY

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to
Before me this ____ day of _____ 2022.

NOTARY PUBLIC



BY:

On behalf of Defendant ELAINE REAVIS

STATE OF NEW YORK)
COUNTY OF Ontario)

Subscribed and sworn to
Before me this 4 day of October 2022.

BRANDY STEPHENS
Notary Public, State of New York
Reg. No. 01ST6356436
Qualified in Wayne County
Commission Expires 03/27/2025


NOTARY PUBLIC

BY:

On behalf of Defendant ANDREW TYMAN

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to
Before me this ____ day of _____ 2022.

NOTARY PUBLIC

BY:

On behalf of Defendant GENEVA HOUSING AUTHORITY

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to
Before me this ____ day of _____ 2022.

NOTARY PUBLIC

MARTIN E. EADES
Notary Public - State of New York
Registration No. 02EA4953601
Qualified in Ontario County
My Commission Expires: July 24, 2025

BY:

On behalf of Defendant ELAINE REAVIS

STATE OF NEW YORK)
COUNTY OF _____)

Subscribed and sworn to
Before me this ____ day of _____ 2022.

NOTARY PUBLIC

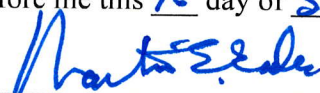


BY:

On behalf of Defendant ANDREW TYMAN

STATE OF NEW YORK)
COUNTY OF ONTARIO)

Subscribed and sworn to
Before me this 16th day of Sept. 2022.



NOTARY PUBLIC

MARTIN E. EADES
Notary Public - State of New York
Registration No. 02EA4953601
Qualified in Ontario County
My Commission Expires: July 24, 2025